

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
FU VAN KNITTING FACTORY, LTD.

Plaintiff, Case No. 08CV6260 (IAQ)

-against-

SUTTON CREATIONS INC.,

ECF CASE

COMPLAINT

Defendant.
-----X

Plaintiff, FU VAN KNITTING FACTORY, LTD., by and through its attorneys,
Wong, Wong & Associates, PC, as and for its Complaint, alleges as follows:

1. This is an action to compel Defendant to pay Plaintiff certain monies owed to Plaintiff under New York's contract law and the Uniform Commercial Code ("U.C.C").

JURISDICTION AND VENUE

2. This court has subject matter jurisdiction pursuant to U.S.C. § 1332(a), where the matter in controversy exceeds the sum or value of Seventy-Five Thousand Dollars (\$75,000.00), exclusive of interests and costs, and it is between a foreign corporation and a corporation within the State of New York.

3. Venue is proper in this district pursuant to 28 U.S.C. § 1391 (a) and (c).

PARTIES

4. At all times hereinafter mentioned, Plaintiff, FU VAN KNITTING FACTORY, LTD. ("Fu Van") is a foreign company that maintains a business address at

Estrada Marginal Da Areia Preta, 4 Andar B, Fok Tai, Macau. Fu Van is a knitting factory in the business of manufacturing and selling clothing.

5. At all times hereinafter mentioned, Defendant, SUTTON CREATIONS INC. ("Sutton") is a New York corporation that maintains a business address at 1407 Broadway, 30th Floor, New York, NY, 10018.

6. Upon information and belief, MESSRS. S.A.S. WORLDWIDE TRADING LTD., ("S.A.S.") is Sutton's agent in Hong Kong.

7. Upon information and belief, ISRAELI DISCOUNT BANK OF NEW YORK ("IDB") is a third party financial institution maintaining a business address at 511 Fifth Avenue, New York, NY, 10017, which has withheld certain monies owed to Plaintiff because of Defendant's actions.

FACTS

8. Upon information and belief, Fu Van and Sutton have had a business relationship together since 2006.

9. Generally, Fu Van and Sutton's business together was conducted as follows: Sutton, the buyer, would issue a Purchase Order to Fu Van. This Purchase Order would set forth the type, quantity and price for the goods to be purchased.

10. Following the issuance of a Purchase Order by Sutton, Fu Van would only accept an order as finalized upon receipt of a Letter of Credit from Sutton and a third-party financial institution, with the Letter of Credit serving to signify that an order was genuine and confirmed.

11. In or about June of 2006, Fu Van received certain Purchase Orders from Sutton. These Purchase Orders specified clothing goods to be manufactured. In conjunction with these Purchase Orders, Sutton also issued to Fu Van a Letter of Credit from IDB - the third party financial institution that would provide payment upon the satisfaction of the terms of the Letter of Credit. **(See copy of Letters of Credit annexed hereto as Exhibits A).**

12. The total cost of the goods ordered from Fu Van by Sutton as memorialized in the Purchase Orders and Letters of Credit was One Hundred Forty-Three Thousand, One Hundred Fifty-Five Dollars and Eighty Cents (\$143,155.80).

13. After Fu Van completed its production of the goods ordered by Sutton, Fu Van then notified S.A.S., Fu Van's agent in Hong Kong that the goods were completed and ready to be inspected within Fu Van's factory in Cambodia.

14. Thereafter, S.A.S. went to Fu Van's factory and inspected the goods that had been manufactured. After S.A.S. issued its approval, Fu Van released the goods for shipment to Sutton.

15. In or about July of 2006, Fu Van received a partial payment from Sutton for the goods ordered by Sutton in the amount of Twenty-Three Thousand Nine Hundred Sixty-One Dollars and Sixty Cents (\$23,014.80). The remaining balance was never paid and remains outstanding.

16. In or about July 2006, Fu Van learned through IDB that Sutton was refusing to make full payment on the goods ordered, claiming late shipment and a discrepancy between invoices as the cause. Upon information and belief, Sutton's true reason for withholding full payment was based upon a prior transaction with Fu Van, totally unrelated to the order at issue.

17. As a result of Sutton's failure to make full payment for its order from Fu Van, Fu Van has been damaged in an amount to be proven at trial, but in no event less than One Hundred Nineteen Thousand, One-Hundred Ninety-Four Dollars and Twenty Cents (\$119,194.20).

AS AND FOR A FIRST CAUSE OF ACTION AGAINST DEFENDANT
(ACCOUNT STATED)

18. In or about June 2006, Plaintiff and Defendant entered into a written agreement (**See Letters of Credit annexed hereto as Exhibit A**) whereby Plaintiff would ship to Defendant a specified quantity of clothing goods and Defendant would make payment to IDB in the amount of One Hundred Forty-Three Thousand, One Hundred Fifty-Five Dollars and Eighty Cents (\$143,155.80).

19. As per the terms of the agreement between the parties, Plaintiff and Defendant stood in a relationship of debtor to creditor, with Plaintiff acting as the creditor who would be owed money for goods shipped to Defendant, and Defendant acting as debtor, would owe money to a third party financial institution, as a result of goods shipped to Defendant by Plaintiff.

20. In or about June of 2006, Purchase Orders and a Letter of Credit were executed between the parties. These agreements specified the quantity and specifications of the clothing goods to be shipped by Plaintiff to Defendant and also that Defendant was to make payment to IDB in the amount of One Hundred Forty-Three Thousand, One Hundred Fifty-Five Dollars and Eighty Cents (\$143,155.80).

21. Plaintiff examined its invoices and Purchase Orders prior to mailing and Defendant had a full opportunity to examine these documents sent by Plaintiff. Defendant made partial payment, thereafter certifying that the remaining balance was an accurate statement of the amount owed by Defendant to Plaintiff.

22. Plaintiff, through its invoice, clearly communicated to Defendant that an outstanding balance was owed for goods shipped by Plaintiff to Defendant.

23. At all times herein, Defendant made no attempt to dispute the correctness of Plaintiff's invoice.

24. By failing to dispute the accuracy of Plaintiff's invoice in a reasonable time, Defendant expressed implied agreement as to the correctness of sums stated in those invoices sent by Plaintiff.

25. As a result of the above, Plaintiff has been damaged, continues to incur damages, and demands judgment in an amount not currently known but estimated to be no less than One Hundred Nineteen Thousand, One-Hundred Ninety-Four Dollars and Twenty Cents (\$119,194.20), plus compensatory and consequential damages.

AS AND FOR A SECOND CAUSE OF ACTION AGAINST DEFENDANT

(BREACH OF CONTRACT)

26. Plaintiff repeats, reiterates, and re-alleges each and every allegation contained in paragraphs "8" through "17" as if fully set forth herein.

27. In or about June of 2006, the parties entered into an agreement wherein Plaintiff and Defendant contracted for the purchase and shipment of goods.

28. Defendant has breached the contract by failing to make full payment to the third party financial institution as dictated by the terms of its contract with Plaintiff.

29. Plaintiff, by making a full shipment of all goods ordered by Defendant, has fully performed all of its duties and obligations pursuant to its agreement with Defendant.

30. At all times herein, Defendant has not paid Plaintiff nor its assigned third party financial institution the sum of One Hundred Nineteen Thousand, One-Hundred Ninety-Four Dollars and Twenty Cents (\$119,194.20).

31. As a result, Plaintiff has been damaged and demands judgment in an amount to be proven at trial, but in no event less than One Hundred Nineteen Thousand, One-Hundred Ninety-Four Dollars and Twenty Cents (\$119,194.20), plus compensatory and consequential damages.

AS AND FOR A THIRD CAUSE OF ACTION AGAINST DEFENDANT

(FRAUD)

32. Plaintiff repeats, reiterates and re-alleges each and every allegation contained in paragraphs “8” through “17” above as if set forth herein.

33. Defendant misrepresented to Plaintiff that Defendant would pay the third party financial institution assigned by Plaintiff the total amount owed for goods shipped under the contract between the parties.

34. Defendant intended to defraud Plaintiff by inducing it to ship goods to Defendant with no intention on the part of Defendant to make full payment for such goods.

35. Reasonably relying upon the material misrepresentations made by Defendant, Plaintiff shipped goods to Defendant, fully performing its obligations under the contractual agreement between the parties.

36. Defendant further defrauded Plaintiff by raising an objection related to a prior and unrelated order, and claiming that due to this objection, Defendant was unable to pay the Plaintiff for goods shipped under the contract entered into between the parties in or around June of 2006.

37. At all times herein, Defendant has not paid Plaintiff, or the third party financial institution assigned by Plaintiff, for goods shipped under the contract.

38. Defendant has thus intentionally defrauded Plaintiff.

39. As a result of Defendant's intentional fraudulent conduct, Plaintiff has been damaged and demands judgment in an amount to be proven at trial, but in no event less than One Hundred Nineteen Thousand, One-Hundred Ninety-Four Dollars and Twenty Cents (\$119,194.20), plus compensatory, consequential, and punitive damages.

WHEREFORE, Plaintiff respectfully request a judgment from the Court for:

Monetary judgment against the Defendant for amounts to be determined at trial, but in no event less than One Hundred Nineteen Thousand, One-Hundred Ninety-Four Dollars and Twenty Cents (\$119,194.20), plus compensatory, consequential, and punitive damages; costs and expenses, including reasonable attorney's fees; and such other and further relief as the Court may deem just and proper.

Dated: New York, New York
July 9, 2008

WONG, WONG & ASSOCIATES, PC

By: /s/ Terence J. Ricaforte
Terence J. Ricaforte (TR1718)
Attorneys for Plaintiff
150 Broadway, Suite 1588
New York, NY 10038
(212) 566-8080

EXHIBIT A

中國銀行 股份有限公司 澳門分行
BANK OF CHINA LIMITED, MACAU BRANCH
(INCORPORATED IN CHINA WITH LIMITED LIABILITY)
AVENIDA DOUTOR MÁRIO SOARES, BANK OF CHINA BUILDING
MACAU

(1)

Authorized Signature(s) 陳瑞南 (503)
LA WUN NAM

23/12/2006 14:00 344000

FU VAN KNITTING

PAGE 04

INCOMING SWIFT MESSAGE
 DWS7651 Auth OK * BOC5101639AF426, BKCHMOMX IDBYUS33 * Record

06JUN15 08:15:41
 User DSLCXT

Bank of China, Macau Branch

Logical Terminal S20J
 Func AOPR1

MT S700

Issue of a Documentary Credit

Page 00001

Basic Header F 01 BKCHMOMXAXXX 5862 670641
 Application Header 0 700 1709 060614 IDBYUS33AXXX 0112 266290 060615 0816 N
 *ISRAEL DISCOUNT BANK OF NEW YORK
 *NEW YORK, NY

User Header Service Code 103:
 Bank. Priority 113:
 Mag User Ref. 108: 155001994
 Info. from CI 115:

AUTHENTICATED CABLE

This Credit is advised through
 BANK OF CHINA LIMITED MACAU BRANCH
 Ref. No. LA 06061528

Sequence of Total *27 : 1 / 1
 Form of Doc. Credit *40 A : IRREVOCABLE TRANSFERABLE
 Doc. Credit Number *20 : L538702
 Date of Issue 31 C : 060614
 Expiry *31 D : Date 060825 Place COUNTRY OF BENEFICIARY
 Applicant *30 : SUTTON CREATIONS, INC.,
 1407 BROADWAY, 30 TH FL.,
 NEW YORK, N.Y. 10018
 Beneficiary *39 : FU VAN KNITTING FACTORY LTD.,
 ESTRADA MARGINAL DA AREIA PRETA
 4 ANDAR B, FOK TAI, MACAU
 Amount *32 D : Currency USD Amount 143,155.80
 Max. Credit Amount 39 B : NOT EXCEEDING
 Available with/by *41 D : ANY BANK
 BY NEGOTIATION
 Drafts at 42 C : SIGHT
 Drawee 42 D : OURSELVES FOR 100 PERCENT OF
 INVOICE VALUE
 Partial Shipments 43 F : ALLOWED
 Transshipment 43 T : ALLOWED
 Loading in Charge 44 A :

CAMBODIA
 For Transport to 44 B :
 LOS ANGELES/NEW YORK

Descript. of Goods 45 A :
 *LADIES' 100% SOFT ACRYLIC SWEATER CAT. 638/639

PO NO.	STYLE NO.	QNTY/DZ	USD/DZ
1007227	B15624DL	225	49.20
1007228	B15453DL	132	44.40
1007229	B15764DL	130	39.60
1007235	B14210DL	165	40.20
1007242	B25764DLA	186	45.60
1007243	B25764DLB	72	45.60
1007244	B25454DL	237	54.00
1007245	B21222DL	237	39.60
LATEST SHIP DATE: JUNE 10, 2006 TO LOS ANGELES			
1007239	B11222DL	180	36.00
1007240	P11222DLA	165	36.00
1007241	P11222DLB	72	36.00
LATEST SHIP DATE: JUNE 15, 2006 TO NEW YORK			
1007231	B15632DLA	300	38.40
1007232	B15632DLB	300	38.40
1007233	P15632DLA	184	38.40
1007234	P15632DLB	72	38.40
LATEST SHIP DATE: JUNE 20, 2006 TO NEW YORK			
1007230	B15633DL	300	38.40
LATEST SHIP DATE: JULY 30, 2006 TO NEW YORK			

29/12/2006 14:50 344865

FU VAN KNITTING

PAGE 03

* INCOMING SWIFT MESSAGE *

DWG763I Auth OK, Key 8005101639AF1A26, BKCHMOMX IDBYUS33 record

06JUN15 08:15:41

User D8LCXT

Logical Terminal S203

Func ADPR1

MT S700

Issue of a Documentary Credit

Page 00002

1007236	B15454DL	180	50.40
1007237	P15454DLA	165	50.40
1007238	P15454DLB	72	50.40

LATEST SHIP DATE: AUGUST 10, 2006 TO NEW YORK

+SHIPPING TERMS: FOB CAMBODIA

Documents required 46 A :

+SIGNED COMMERCIAL INVOICE IN ORIGINAL AND FOUR COPIES SHOWING CLEARLY THE FOLLOWING:

- FULL DESCRIPTION FOR EACH ITEM, KIND OF FIBER, KIND OF YARN, FOR KNIT GARMENT ONLY, THE STITCH COUNT PER ONE CENTIMETER IN BOTH HORIZONTAL AND VERTICAL DIRECTIONS
- THE NET NET WEIGHT (GARMENT ONLY) PER DOZEN IN ASSORTED SIZES GRAND TOTAL NET NET WEIGHT OF SHIPMENT FOR EACH STYLE
- THE NET WEIGHT PER DOZEN AND PER CARTON AND TOTAL NET WEIGHT OF SHIPMENT FOR EACH STYLE
- THE GROSS WEIGHT OF EACH CARTON, GRAND TOTAL GROSS WEIGHT OF SHIPMENT FOR EACH STYLE
- THE NAME AND ADDRESS OF THE MANUFACTURER

+PACKING LIST IN ORIGINAL AND THREE COPIES SHOWING CLEARLY:

- THE SIZE AND COLOR ASSORTMENT TO A POLYBAG ALSO TO EACH SHIPPING CARTON
- EXACT CARTON DIMENSIONS FOR EACH STYLE
- THE COMMERCIAL INVOICE NO. AND THE LETTER OF CREDIT NO.
- STATEMENT INDICATING THIS SHIPMENT CONTAINS NO SOLID WOOD PACKING MATERIAL

+BENEFICIARY'S STATEMENT CERTIFYING THAT ALL CARTONS ARE UNIFORM IN CONTENTS AND MATCH THE PACKING REQUIREMENTS INDICATED ON THE PURCHASE ORDER, AND THAT THERE ARE NO BROKEN SIZES OR COLORS.

+BENEFICIARY'S SIGNED STATEMENT CERTIFYING THAT ONE COMPLETE SET OF ALL ORIGINAL DOCUMENTS INCLUDING THE CERTIFICATE OF ORIGIN, SINGLE OR MULTIPLE COUNTRY DECLARATION, COMMERCIAL INVOICE, PACKING LIST, 1/3 ORIGINAL BILL OF LADING AND BENEFICIARY'S STATEMENT ON COMPANY'S LETTERHEAD HAVE BEEN SENT TO APPLICANT BY COURIER SERVICE, COPY OF COURIER SERVICE RECEIPT REQUIRED.

+PHOTOCOPY OF CERTIFICATE OF ORIGIN.

+PHOTOCOPY OF SINGLE OR MULTIPLE COUNTRY DECLARATION FROM BENEFICIARY SHOWING COUNTRY OF ORIGIN OF MERCHANDISE, INDICATING MERCHANDISE IS IN ACCORDANCE WITH U.S. CUSTOMS REGULATIONS AND DATE OF EXPORTATION.

+PHOTOCOPY OF BENEFICIARY'S STATEMENT ON COMPANY LETTERHEAD STATING THAT MERCHANDISE WAS NOT PRODUCED BY CHILD LABOR, FORCED LABOR, INDENTURED LABOR UNDER PENAL SANCTIONS, IN WHOLE OR IN PART, IN ANY STAGE OF THE PRODUCTION OR MANUFACTURE OF THE MERCHANDISE OR ANY MATERIAL OR COMPONENT THEREOF AND THAT SHIPMENT CONFORMS WITH ALL U.S. CUSTOMS SERVICE LAWS REGARDING COUNTRY OF ORIGIN.

+INSPECTION CERTIFICATE PURPORTEDLY SIGNED BY ABRAHAM BUTTON OF BUTTON CREATIONS INC.

+BALANCE 2/3 ORIGINAL CLEAN ON BOARD MARINE BILLS OF LADING TO ORDER OF BUTTON CREATIONS INC., MARKED NOTIFY SAME, SHOWING L/C NUMBER L538702 AND INDICATING FREIGHT COLLECT.

Additional Cond. 47 A :

+SHIPMENTS EFFECTED PRIOR TO THE ISSUANCE OF THIS LETTER OF CREDIT ARE NOT ACCEPTABLE.

+VARIOUS STYLES SHIPPED ON SAME VESSEL MUST BE COVERED BY ONE OTHER L/C BUT NOT LATER AND NOT OTHER LETTERS TO THE EFFECT THAT

29/12/2006 14:50

344860

FU VAN KNITTING

PAGE 04

* INCOMING SWIFT MESSAGE *
 DWG7451 Auth OK, key: BO08101037AF-1A26, BKCHMOMX IDBYUS33 record

06JUN18 08:15:42
 User DSLCXT

Logical Terminal S203
 Func AOPR1

MT S700

Issue of a Documentary Credit

Page 00003

MORE THAN ONE INVOICE IS PRESENTED ON EACH SHIPMENT ONE OF THE
 RELATIVE INVOICES MUST SHOW A DEDUCTION OF USD30.00 FOR EACH
 ADDITIONAL INVOICE.

+ALL INVOICES MUST BE IN NAME OF THE APPLICANT.

+THIRD PARTY SHIPPER AND DOCUMENTS ARE ACCEPTABLE.

+ALL BANKING CHARGES INSIDE AND OUTSIDE USA ARE FOR THE ACCOUNT
 OF THE BENEFICIARY. IN THIS CONNECTION THE FIRST INVOICE
 PRESENTED UNDER THIS CREDIT MUST SHOW A DEDUCTION OF USD178.94
 BEING OUR ISSUANCE FEE AND USD120.00 BEING OUR CABLE FEE. THERE
 WILL ALSO BE A DEDUCTION FROM THE PROCEEDS OF THE FIRST AND ANY
 SUBSEQUENT DRAFTS PRESENTED REPRESENTING OUR PAYMENT COMMISSION.

+INSURANCE TO BE EFFECTED BY BUYER.

+THIS CREDIT IS TRANSFERABLE EXCEPT TO ANY SPECIALLY DESIGNATED
 NATIONALS AS DEFINED IN SECTION 500.306 OF U.S. FOREIGN
 ASSETS CONTROL REGULATIONS. TRANSFERRING BANK MUST NOTIFY US
 OF ANY TRANSFERS MADE AT THE TIME OF THE TRANSFER, AND CONFIRM
 THAT THE TRANSFER HAS BEEN ENDORSED ON THE LETTER OF CREDIT.

+ALL DRAFTS MUST BE MARKED DRAWN UNDER ISRAEL DISCOUNT BANK OF
 NEW YORK STATING THE DOCUMENTARY CREDIT NUMBER AND THE DATE OF
 THIS CREDIT.

+EACH SET OF DISCREPANT DOCUMENTS WILL BE ASSESSED USD90.00
 REPRESENTING OUR FEES FOR HANDLING DISCREPANCIES. THESE FEES
 ARE FOR THE BENEFICIARY'S ACCOUNT AND WILL BE AUTOMATICALLY
 DEDUCTED FROM THE PROCEEDS OF THE PAYMENT WHEN EFFECTED.

+THIS DOCUMENTARY CREDIT IS SUBJECT TO THE CURRENT UCP ICC
 PUBLICATION NO. 500.

Presentation Period 48 : DOCUMENTS MUST BE PRESENTED
 WITHIN 15 DAYS AFTER ISSUANCE
 OF THE TRANSPORT DOCUMENT BUT
 WITHIN THE VALIDITY OF THIS CREDIT

Confirmation *49 : WITHOUT
 Instructions 78 :

ALL DOCUMENTS ARE TO BE DESPATCHED TO US AT ISRAEL DISCOUNT BANK
 OF NEW YORK, NY, 511 FIFTH AVE., NEW YORK, NY 10017 IN ONE LOT

Trailer
 Order is <MAC> <PAC> <ENC> <CHK> <TNG> <PDE>
 > MAC#E5021BBB
 > CHK#9162887D3DFD
 > DLM#

For Bank of China Limited Macau Branch


 Authorized Signature

黎煥章(BOB)
 LAI WUN NAI

23/12/2006 14:00 344883

FU VAN KNITTING

PAGE 03



大豐銀行
BANCO TAI FUNG

TAI FUNG BANK LIMITED

418 Alameda Dr. Carlos d' Assumpção, Macau
TEL: (853) 7970603 FAX: (853) 7970638
SWIFT: "TFBLMOXX"
TELEX: 88212 TFUNG OM
http://www.taifungbank.com

12 JUL 2006

FAB. DE MALHAS FU VAN LDA.

YOUR REF. HF-1019-21/06(CH)
LC NO. L538702
ISSUED BY : ISRAEL DISCOUNT BANK OF NEW YORK
OUR REF. 0806016687LC FOR USD88,443.20

TENOR : SIGHT

WE ENCLOSE A PHOTOSTATIC COPY OF THE MAIL/TELEX/SWIFT MESSAGE
RECEIVED FROM THE CORRESPONDENT BANK WHICH IS SELF-EXPLANATORY.
ONLY LET US HAVE YOUR WRITTEN INSTRUCTIONS, IF ANY, UPON YOUR
DISAGREEMENT TO THE INDICATION IN THE ENCLOSURE. OTHERWISE, PLEASE
CONFIRM BY SIGNING AND RETURNING THE ATTACHED CABLE ADVICE TO US.

REASONS :
AS PER ATTACHMENT.

SUBJECT TO UNIFORM CUSTOMS & PRACTICE FOR DOCUMENTARY CREDITS (1993
REVISION) ICC PUBLICATION 500.

COMPUTER GENERATED ADVICE NO SIGNATURE REQUIRED

/NGUM01

7

23/12/2006 14:00 344800

FD VBN N111111111

PAGE 00

12/07/06-08:40:20

Printer2-5121-000007

9

```

----- Instance Type and Transmission -----
Original received from SWIFT
Priority : Normal
Message Output Reference : 0840 060712TFBIMOMXXX8903632243
Correspondent Input Reference : 1418 060711IDBYUS33AXXX0155273148
----- Message Header -----
Swift OUTPUT : FIN 734 Advice of Refusal
Sender : IDBYUS33XXX
ISRAEL DISCOUNT BANK OF NEW YORK
NEW YORK,NY US
Receiver : TFBIMOMXXXX
TAI FUNG BANK LIMITED
MACAU MO
MUR : 192001598
----- Message Text -----
20: Sender's TRN
LS38702001
21: Presenting Bank's Reference
OB06015557LO
32A: Date and Amount of Utilisation
Date : 11 July 2006
Currency : USD (US DOLLAR)
Amount : #66.443,20#
77J: Discrepancies
1.LATE SHIPMENT
77B: Disposal of Documents
/HOLD/DOCUMENTS AT YR DISPOSAL
----- Message Trailer -----
{MAC:59724D1F}
{CHK:FE1ECFA3DDC9}
{DLN;}

```


29/12/2006 14:50 344850

FU VAN KNITTING

PAGE 01



大豐銀行

BANCO TAI FUNG

TAI FUNG BANK LIMITED
418 Alameda Dr. Carlos d'Assumpção, Macau
TEL: (853) 7970503 FAX: (853) 7970536
SWIFT: 'TFFBLMOMX'
TELEX: 88212 TFFUNG OM
<http://www.taifungbank.com>

28 JUL 2006

FAB. DE MALHAS FU VAN LDA.

YOUR REF. HF-1024/08 (CHF-
LC NO. 1538702
ISSUED BY : ISRAEL DISCOUNT BANK OF NEW YORK
OUR REF. 0806017764LO FOR USD23,014.80

TENOR : SIGHT

WE ENCLOSE A PHOTOSTATIC COPY OF THE MAIL/TELEX/SWIFT MESSAGE
RECEIVED FROM THE CORRESPONDENT BANK WHICH IS SELF-EXPLANATORY.
DLY LET US HAVE YOUR WRITTEN INSTRUCTIONS, IF ANY, UPON YOUR
DISAGREEMENT TO THE INDICATION IN THE ENCLOSURE. OTHERWISE, PLEASE
CONFIRM BY SIGNING AND RETURNING THE ATTACHED CABLE ADVICE TO US.

REASONS :
AS PER ATTACHMENT.

SUBJECT TO UNIFORM CUSTOMS & PRACTICE FOR DOCUMENTARY CREDITS (1993
REVISION) ICC PUBLICATION 500.

COMPUTER GENERATED ADVICE NO SIGNATURE REQUIRED

/NGUM01

29/12/2006 14:50 344855

FU VAN KNITTING

PAGE 00

26/07/06-08:48:30

Printer2-5776-000012

14

```

----- Instance Type and Transmission -----
Original received from SWIFT
Priority : Normal
Message Output Reference : 0848 060726TFBIMOMXXX9009634735
Correspondent Input Reference : 1657 060725IDBYUS33AXXX0182277342
----- Message Header -----
Swift OUTPUT : FIN 734 Advice of Refusal
Sender : IDBYUS33XXX
ISRAEL DISCOUNT BANK OF NEW YORK
NEW YORK,NY US
Receiver : TFBIMOMXXX
TAI FUNG BANK LIMITED
MACAU MO
MUR : 206002073
----- Message Text -----
20: Sender's TRN
L538702002
21: Presenting Bank's Reference
OB06017764LO
32A: Date and Amount of Utilisation
Date : 25 July 2006
Currency : USD (US DOLLAR)
Amount : #23.014,80#
77J: Discrepancies
1-LATE SHIEMENT
2-INVOICE NOT DETAILED
CREDIT
3-COPY COURIER RECEIPT
NOT PRESENTED
77B: Disposal of Documents
/HOLD/AT YOUR DISPOSAL
----- Message Trailer -----
{MAC:66137C63}
{CHK:8FBEEF56302F}
{DLM:}

```